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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
Case No. 09-50026-reg

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In the Matter of:

GENERAL MOTORS CORPORATION, ET AL.,

Debtors.

- - - - -x

United States Bankruptcy Court  
One Bowling Green  
New York, New York

February 9, 2012  
9:49 AM

B E F O R E:  
HON. ROBERT E. GERBER  
U.S. BANKRUPTCY JUDGE

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Debtors' Eighty-Ninth Omnibus Objection to Claims and Motion  
Requesting Enforcement of Bar Date Orders (Late-Filed Claims)  
Henderson Claim #70303

Debtors' 165th Omnibus Claim to Claims and Motion Requesting  
Enforcement of Bar Date Orders (Late-Filed Claims) Dalton Claim  
#70180 Venable Claim #70342

245th Omnibus Objection to Claims and Motion Requesting  
Enforcement of Bar Date Orders Evans Claim #71170 Stelmach  
Claim #71140 Truxall Claim #71193

246th Omnibus Objection to Claims Erma Jean Buckley - Claim  
#66268

253rd Omnibus Objection to Claim(s) Number Filed by Barry N.  
Seidel on Behalf of Motors Liquidation Company GUC Trust  
Bruster Claim #70400 Chapman Claim #69688

264th Omnibus Objection to Claim(s)

265th Omnibus Objection to Claim(s)

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Motion by MTech Associates LLC to Deem Claim Allowed

Transcribed by: Aliza Chodoff

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A P P E A R A N C E S :

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BY: STEFANIE BIRBROWER GREER, ESQ.  
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ALSO PRESENT:

ALBERTA BRUSTER, Pro Se  
ERMA JEANINE BUCKLEY, Pro Se  
LONNIE CHAPMAN, Pro Se  
BETTY DALTON, Pro Se  
JESMER EVANS, Pro Se  
MONTY HENDERSON, Pro Se  
LISA HENDERSON, Pro Se  
MICHAEL STELMACH, Pro Se  
STEPHEN TRUXALL, Pro Se  
SUDIE M. VENABLE, Pro Se

1 P R O C E E D I N G S

2 THE COURT: Good morning. Have your seats, please.

3 Okay. Good morning, everybody. We're here on General Motors;  
4 now called Motors Liquidation Corporation. The principal  
5 matter of business we have today are, as I understand it, eight  
6 disputed claims objected to for late filing for having failed  
7 to meet the deadline. Let me get appearances from those in the  
8 courtroom, and then ascertain whether there's anything of an  
9 undisputed nature that we should deal with first before I get  
10 on to hearing the arguments on the disputed claims.

11 I will have some preliminary comments before that  
12 argument begins. But let's hear where we stand.

13 MS. GREER: Good morning, Your Honor. Stefanie Greer  
14 from Dickstein --

15 THE COURT: Ms. Greer, a lot of people are listening  
16 in on the telephone. I need you to come to the main lectern,  
17 please.

18 MS. GREER: Understood, Your Honor. Sorry about that.  
19 Stefanie Greer from Dickstein Shapiro, on behalf of the Motors  
20 Liquidation Company GUC Trust. I hear -- I have here with me  
21 today my colleagues, Courtney Topic and Edime Carmel (ph.),  
22 also from Dickstein.

23 THE COURT: Okay. And I have a number of claimants.  
24 Let me just take attendance, so to speak, at this point.  
25 Alberta Bruster?

1 MS. BRUSTER: I'm here. Alberta Bruster.

2 THE COURT: Thank you. Lonnie Chapman? Mr. Chapman,  
3 are you on the phone?

4 Okay. He shows on my phone log. Court Call, can you  
5 hear me?

6 COURT CALL: Yes, sir. Mr. Chapman is online.

7 THE COURT: Okay. Mr. Chapman, can you hear me?

8 MR. CHAPMAN: Yes, I do.

9 THE COURT: Okay, very good. Thank you.  
10 Betty Dalton?

11 MS. DALTON: Betty Dalton.

12 THE COURT: Good morning, Ms. --

13 MS. DALTON: I'm here.

14 THE COURT: -- Dalton. Thank you.

15 Jesmer Evans? Court Call, I --

16 COURT CALL: No appearance, Your Honor.

17 THE COURT: I show him on your phone log. He signed  
18 up, but he didn't call in?

19 COURT CALL: Yes, sir.

20 THE COURT: Okay. Thank you.

21 The Hendersons; Monty or Lisa Henderson?

22 COURT CALL: No appearance, Your Honor.

23 THE COURT: Okay, thank you.

24 Michael Stelmach?

25 MS. STELMACH: I'm here, Your Honor. Anastasia

1 Stelmach for my father, Michael Stelmach.

2 THE COURT: Okay, thank you.

3 Okay. Right. Oh, forgive me. Yes, it's Anastasia on  
4 behalf of your dad, right?

5 MS. STELMACH: Correct.

6 THE COURT: Okay, thank you. Just give me a moment,  
7 please. Cheryl Truxall? Mr. Stephan Truxall?

8 MR. TRUXALL: I'm here.

9 THE COURT: Okay, thank you.

10 Sudie Venable? Ms. Venable, are you on the phone?

11 Court Call, I show here as having signed up to use your  
12 services. Is she on the line, if you know?

13 COURT CALL: Yes, Your Honor. I am showing Ms.  
14 Venable online.

15 THE COURT: All right. Let me try again. Ms.  
16 Venable, can you hear me? Well, I'll give you another chance  
17 later on when we get to your claim.

18 Okay. Everybody, I have read the papers, including  
19 the letters or other responses filed by each of the folks on  
20 the phone. And I know the law. When you make your arguments,  
21 assume that I have read the papers, because I have. And there  
22 are two things that I want everybody to focus on the most. One  
23 is did you or your family members get notice of the bar date.  
24 The bar date is another name for the deadline for filing  
25 claims. And help me understand the reasons why the claims were

1 filed late.

2 Those are the two things that I care about the most.  
3 And the way we're going to do it is Ms. Greer, you may, if you  
4 wish, make remarks that apply to everybody. But then, I want  
5 you to take them claim-by-claim, person-by-person and focus on  
6 each person's individual circumstances. Then, you're going to  
7 stop with respect to that person, and you're going to give the  
8 person who you were talking about a chance to be heard. Then,  
9 I'm going to give you a chance to reply to anything the person  
10 on the phone says, and -- but limited to anything new that he  
11 or she said. And then, I'm going to let the person on the  
12 phone respond to anything new you said, but again, limited to  
13 anything new that you said.

14 Okay. Those are the ground rules on which we're going  
15 to proceed, folks. And Ms. Greer, start. Keep your voice  
16 close to the microphone so that both I and the people on the  
17 phone can hear you.

18 MS. GREER: Yes, Your Honor. Understood. I will take  
19 you up on making a few remarks related to all of the claimants,  
20 and then we'll take them one-by-one starting with Ms. Bruster.  
21 I will be brief. I know you've read the papers, Your Honor.

22 In the Second Circuit, excusable neglect, as we all  
23 know, is a very high standard. It's a hard one to meet.

24 THE COURT: Keep your voice loud, please, Ms. Greer.

25 MS. GREER: Yes, sir. And the burden is on the



1 claimant to meet it. Under Pioneer, the Supreme Court has made  
2 it clear, and in this district in Lehman and Enron, that the  
3 focus is on the reason for the delay. Significantly, to this  
4 case, Your Honor, courts generally do not find excusable  
5 neglect when there's a failure on a part of a claimant to  
6 diligence his potential claims when there's a lack of  
7 understanding of the rules.

8 I've spoken to nearly all of the claimants on the  
9 phone, or my colleagues have, and each of them no doubt has a  
10 sympathetic story to tell. But none of them, in our view,  
11 provides a compelling reason that would satisfy the excusable  
12 neglect standard in a way that would avoid the prejudice to the  
13 trust. And I'm just going to say a few words about the  
14 prejudice issue here.

15 The prejudice to the estate here results -- is  
16 signifi -- is a significant one. Generally, it's not about one  
17 particular claim, but about the collective impact of the  
18 claims. And in this -- in Lehman, the courts faced a similar  
19 issue and pointed out that the extraordinary size of the case  
20 management project is itself a significant factor in  
21 determining prejudice. Here, over 70,000 claims were filed  
22 against the debtors. Many of them -- many, many of them  
23 timely. The trust is gearing towards completion of the claims  
24 reconciliation process.

25 Of that 70,000 claims, we have about 1,000 -- north of

1 1,000 that remain in dispute. It is our goal and anticipation  
2 that all of those claims will be resolved at the end -- by the  
3 end of June of this year, other than major litigation claims.  
4 So Your Honor, it's our view that to allow these claims would  
5 slow down that process. Each of them would need to be  
6 substantively reviewed, investigated and either resolved or  
7 litigated. And that's to the detriment of creditors who in  
8 fact did understand and file their claims in a timely fashion.

9 But it is our view that the claims process depends on  
10 the integrity of the bar date order, which gives predictability  
11 to the dispute claims population and allows the claims  
12 management process to proceed efficiently. This is especially  
13 true for Stel -- Mr. Stelmach, Truxall and Mr. Evans. These  
14 are unliquidated claims that were filed after the bar -- after  
15 the effective date of the plan, so after March of 2011, and  
16 these haven't even been reserved for.

17 So as per Your Honor's direction, I'll start going  
18 through the individual facts of each claim starting with Ms.  
19 Bruster. This is a situation, Your Honor, where Ms. Bruster  
20 contacted GM in April 2010 for the first time after receiving a  
21 recall notice. Her claim was filed ultimately on September  
22 17th, 2010; nine months after the bar date. The injury -- or  
23 the accident occurred in May of 2009, so over a year before she  
24 filed a claim. This is a constructive notice situation, Your  
25 Honor, that GM was not aware of this claimant at the time of

1 the bankruptcy.

2 And it wasn't until she filed the claim that the  
3 company became aware of her. So if -- we'd like to have Mr.  
4 Bruster (sic) give her side of the story -- actually, Your  
5 Honor, one more thing. I did want to point out that the trust  
6 hasn't verified the facts as each of these folks has explained  
7 it. We wanted to proceed here in a way that accepts those  
8 facts as true for the purposes of this argument and allows us  
9 to determine as a matter of law whether there's been excusable  
10 neglect. But I have no way of verifying these facts. I'm just  
11 giving them to you --

12 THE COURT: I understand.

13 MS. GREER: -- as she's explained them.

14 THE COURT: Your point, so that everybody in the  
15 courtroom and on the line understands, is you're assuming that  
16 these facts as the claimants have told them to you are true for  
17 the purpose of this discussion. And you're asserting that even  
18 if they're being fully true and candid you still should win.

19 MS. GREER: Exactly, Your Honor. So --

20 THE COURT: Okay.

21 MS. GREER: -- with respect to Ms. Bruster, I think  
22 the bottom line is that her reasons are failure to diligence,  
23 which is not excusable neglect. And her first contact with  
24 Lehman was -- I'm sorry, with GM was after the bar date -- well  
25 after the bar date. And this is sort of consistent with the

1 Lehman and Enron decisions. I would submit that there is no  
2 excusable neglect here.

3 THE COURT: Okay.

4 Ms. Bruster, can I get --

5 MS. BRUSTER: Yes?

6 THE COURT: -- your point of view?

7 MS. BRUSTER: Yes, sir. Alberta Bruster. I did file  
8 late, and the reason for that was because in April of 2010 when  
9 the reimbursement paper was sent to me and the reason -- you  
10 know, the recall notice was sent to me, it was -- I responded  
11 to them. I sent all the paperwork. I copied everything, you  
12 know, telling them and showing them what had happened. And it  
13 took weeks and weeks before I got a respond. I kept calling,  
14 okay, and to make sure. The last thing I heard was it -- one  
15 of the ladies told me -- said someone is going to call you  
16 because we can't deal with it, you know, within GM.

17 Okay. When they did call me, and I stated on the  
18 letter, is that you need to go online and get a proof of claim,  
19 he say, and filed it. You probably will be late, but file it  
20 anyway. So that's why I went on and filed a proof of claim.  
21 And when I did pull everything off the computer, I saw the bar  
22 date. That's when I saw the bar date, you know, and I said it  
23 is late. You know? And -- but I sent it anyway as I was told  
24 to do; to send it anyway, whether I was late or not because  
25 they could not handle it.

1 And prior to that, in 2009, when the car was -- when I  
2 sent collision, and they said it would happen. Prior to that,  
3 in 2009, when that happened, I was not aware that G -- that  
4 there was a recall on the electrical power steering. But I  
5 knew what had happened to the car. I didn't know anything  
6 about the electrical power steering until I received the letter  
7 from them in 2010, and it stated that if it went out, it would  
8 cause a collision. My daughter was hurt in that because she --  
9 her wrist and thing were messed up because she was trying to  
10 steer the vehicle, and that's when I reported back to them in  
11 2010 when I knew that it was caused by them.

12 But I didn't know that GM was in bankruptcy, not until  
13 I got the call telling me to file a proof of claim.

14 THE COURT: Ms. Bruster, you live in Vidalia,  
15 Louisiana?

16 MS. BRUSTER: It's right in Farriday, Louisiana, but  
17 (indiscernible) Louisiana is right next to there. I have a  
18 home there, but I'm living in Farriday, Louisiana.

19 THE COURT: What's the nearest big city?

20 MS. BRUSTER: Natchez, Mississippi.

21 THE COURT: Uh-huh. What newspapers do you read?

22 MS. BRUSTER: I can't understand.

23 THE COURT: What newspapers are sold in your  
24 community?

25 MS. BRUSTER: Newspaper?

1 THE COURT: Yes, ma'am.

2 MS. BRUSTER: (indiscernible) and -- let's see. We  
3 have -- you can only get the News World and something  
4 (indiscernible). I'm not a newspaper buyer.

5 THE COURT: Um-hum.

6 MS. BRUSTER: I'm not a newspaper buyer. I don't buy  
7 newspapers.

8 THE COURT: What about the New York Times or the Wall  
9 Street Journal?

10 MS. BRUSTER: The New York Times; I haven't seen it.

11 THE COURT: Okay. All right. Did I cut you off, Ms.  
12 Bruster, or did you tell me everything you wanted to tell me?

13 MS. BRUSTER: That is basically it, sir. And my  
14 reason -- like I said, you know, in my papers I explained why I  
15 asked for the letter 1,000 dollars; because of the money that  
16 had to be paid out and, you know, what it would have cost for  
17 repairs or whatever because all the letter said on the -- the  
18 reimbursement paper said what was spent and what was whatever.  
19 But all papers that I had from everything happened, even down  
20 to the person that pulled my vehicle, all of that was sent to  
21 them prior to, you know, me receiving the letter. I sent all  
22 of that as soon as I received the letter. They received all  
23 paperwork from me.

24 THE COURT: Okay. Thank you very much.

25 Ms. Greer, you may respond if you wish.

1 MS. GREER: Your Honor, I just wanted to point out  
2 that the trust is exercising its fiduciary duty to enforce the  
3 orders of this Court. I understand where Ms. Bruster is coming  
4 from and the difficulties involved here. I do think the  
5 prejudice to the trust is significant resulting from the  
6 allowance of any of these claims late filed, and I also point  
7 out that there are cases like that --

8 MS. BRUSTER: Thank you, sir.

9 THE COURT: Thank you. Go on, Ms. Greer.

10 MS. GREER: Sorry, Your Honor. Cases such as the Hon  
11 Johnson (ph.) case in which a pro se litigant was held to the  
12 bar date and in addition, the cases which provide that  
13 constructive notice by public is sufficient irrespective of the  
14 location where the claimant lives. So Your Honor, we submit  
15 that it's appropriate to disallow the claim. But we're happy  
16 to --

17 MS. BRUSTER: I can't understand this.

18 THE COURT: You've got to keep --

19 MS. GREER: I'm sorry. I --

20 THE COURT: -- your voice very loud, Ms. Greer.

21 MS. GREER: I'm sorry. It's a little tough for me  
22 to -- without you in the courtroom, Ms. Bruster. I apologize.  
23 I was just saying to the judge that the trust in an exercise of  
24 its fiduciary duties is working hard to resolve claims and act  
25 in a way that is efficient and consistent with this Court's

1 orders, and I was going to leave it at that. And we can move  
2 on to the next one.

3 THE COURT: Okay. We're going to move on to the next,  
4 and I'm going to give you all my rulings at the end.

5 Monty Chapman? Mr. Chapman, I think you're on the  
6 line. Are you on the line, Mr. Chapman, still on the li --

7 MR. CHAPMAN: I'm on the line.

8 THE COURT: Okay. Ms. Greer, let's talk about your  
9 objection to Mr. Chapman's claim.

10 MS. GREER: Sure. I've had a couple of discussions  
11 with Mr. Chapman, Your Honor, and I do not have any  
12 understanding of the reason why the claim is late. So given  
13 the law requires the burden on the claimant, I'd like to hear  
14 from him as to the rationale, Your Honor.

15 THE COURT: Okay. Mr. Chapman? Mr. Chapman?

16 MR. CHAPMAN: I'm here.

17 THE COURT: Okay. Your letter didn't -- actually, I'm  
18 not even sure if it was a letter. It looked like a piece of  
19 paper from an unrelated matter in the GM case, which the trust  
20 considered to be a response. Do you want to give me any reason  
21 why you filed your claim late?

22 MR. CHAPMAN: Okay, first of all (indiscernible) good  
23 morning to you (indiscernible).

24 THE COURT: Okay. Thank you. Ms. Greer, do you want  
25 to reply?



1 MS. GREER: Only to say, Your Honor, that we're  
2 certainly sympathetic to Mr. Chapman's situation. GM did not  
3 have any knowledge of Mr. Chapman's claim prior to the  
4 bankruptcy. And so, he was also a situation of constructive  
5 notice.

6 THE COURT: Okay.

7 MS. GREER: I did research each of these, and I can  
8 give you the status of the notice that was given or not given  
9 to them, depending on the facts. But this is based on,  
10 obviously, information known to GM at the time.

11 THE COURT: Um-hum. Okay. Next one; Betty Dalton.

12 MS. DALTON: I'm Betty -- Betty Dalton. My case  
13 number is 70180. My claim number is -- I would like to explain  
14 (indiscernible).

15 THE COURT: Okay. Stand by, Ms. Dalton. Ms. Greer,  
16 you speak to Ms. Dalton first, then Ms. Dalton's going to have  
17 a chance to respond.

18 MS. GREER: Yes, Your Honor. In her papers, Your  
19 Honor, Ms. Dalton raised two issues. One is that she did not  
20 receive sufficient notice because she lives in a rural area.  
21 And the other is that she didn't know she had a claim until  
22 2010 when she saw something on the television which indicated  
23 to her that she might have a claim resulting from her late  
24 husband's death.

25 The -- Your Honor, we stand by the cases; Adler,

1 Hamestron (ph.), and others which note that notice by  
2 publication is sufficient as long as the notice is published in  
3 national newspapers. And otherwise, I think the notice given  
4 by GM was reasonably calculated to reach all potential  
5 claimants. and certainly, under Lehman and similar cases, Ms.  
6 Dalton had every opportunity to diligence any potential claims  
7 resulting from her husband's accident, which occurred in 2007,  
8 while prior to the bar date, Your Honor.

9 THE COURT: Okay. Ms. Dalton.

10 MS. DALTON: (indiscernible)

11 THE COURT: Ms. Dalton, it's your turn to speak.

12 MS. DALTON: Okay. Let me start by saying that I did  
13 (indiscernible).

14 THE COURT: Okay.

15 MS. DALTON: (indiscernible)

16 THE COURT: Okay, thank you. Ms. --

17 MS. DALTON: Thank you.

18 THE COURT: -- Greer.

19 MS. GREER: Your Honor, I'd like to say again that Ms.  
20 Dalton has our sympathies. We're here to apply the law and the  
21 rules. The correspondence that Ms. Dalton had with the trust  
22 or -- was well after the bar date in 2010. The accident, like  
23 I said, occurred in 2007. So while these circumstances are  
24 awful and we certainly feel for Ms. Dalton and her family,  
25 given the circumstances of the case and our fiduciary duty,

1 Your Honor, we think they haven't been able to show an  
2 excusable neglect here.

3 THE COURT: Okay. Ms. Greer, talk -- turn now to  
4 Jesmer Evans.

5 MS. GREER: Your Honor, this claim was filed post-  
6 effective date, so it was filed over nineteen months after the  
7 bar date in June of 2011. Mr. Evans claims that the bar date  
8 doesn't apply, but his papers don't indicate why that would be.  
9 The best that I can tell it would be a general unsecured claim,  
10 but it's really difficult to know what the claim is about. So  
11 the trust would submit that Mr. Evans just hasn't met his  
12 burden of showing excusable neglect and that under these  
13 circumstances the claim is so substantially late that it should  
14 be disallowed.

15 THE COURT: Okay. Am I right that Mr. Evans still  
16 isn't on the phone? Mr. Evans?

17 COURT CALL: He isn't on the line, Your Honor.

18 THE COURT: Okay, thank you. Ms. Greer, turn to the  
19 Henderson family.

20 MS. GREER: Yes, Your Honor. This is a circumstance,  
21 Your Honor, where the Hendersons had contact with GM prior to  
22 the bankruptcy. They did get actual notice of the bar date.  
23 They did not file a proof of claim. They did have a claim that  
24 was registered with ECIS (ph.), which is of course why they got  
25 actual notice of the bankruptcy case. It is their position

1 that because they had the pre-petition contact with the debtor  
2 that that should be sufficient, but I think the law is clear,  
3 Your Honor, that given that they were given actual notice of  
4 the bar date, had that information, they were required to file  
5 a timely proof of claim.

6 THE COURT: Okay. I think when we took roll call  
7 before the Hendersons didn't respond even though they signed up  
8 to be on the call. Court Call, are they on the line yet?

9 COURT CALL: No, Your Honor.

10 THE COURT: Okay, thank you.

11 MS. GREER: And Your Honor, just to be clear, we  
12 signed a number of people up after they had contacted us and  
13 said they wanted to participate in the hearing. And of course  
14 the trust paid for the cost for the call and arranged it, so  
15 I'm not sure the last we heard from them. But we did have some  
16 back and forth with them, and it was our understanding that  
17 they were going to participate today. So --

18 THE COURT: All right. Well, I'm going to rule on  
19 those, but I want to give anybody who signed up for the call  
20 the chance to be heard orally also.

21 MS. GREER: Certainly, Your Honor.

22 THE COURT: Okay. Ms. Anastasia Stelmach on behalf of  
23 Michael Stelmach. Ms. Greer, you want to turn to that one,  
24 please?

25 MS. GREER: Sure, Your Honor. Similar to the Evans

1 claim, this one was filed well after the effective date of the  
2 plan, so this wasn't filed until 2011. She did -- the  
3 Stelmachs did receive notice -- at least Mr. Stelmach, Ms.  
4 Stelmach's father did receive notice of the bar date along with  
5 other notices of the bankruptcy filing. And they did not file  
6 a proof of cla -- timely proof of claim.

7 THE COURT: Okay. Ms. Stelmach?

8 MS. STELMACH: Yes?

9 THE COURT: Do you want to speak to me about this?

10 MS. STELMACH: Yes, Your Honor. The reason I didn't  
11 file (indiscernible) -- excuse me, a year prior to the notices,  
12 and I couldn't understand why he received anything with  
13 (indiscernible). And that's exactly what I did.

14 THE COURT: Okay. Thank you. Anything further, Ms.  
15 Stelmach, before I give Ms. Greer a chance to respond?

16 MS. STELMACH: The only thing I can say is if it's  
17 pertaining to an injury, my dad was injured (indiscernible)  
18 when the car jumped the track. I think it was prior to his  
19 retirement (indiscernible).

20 THE COURT: Okay.

21 MS. STELMACH: (indiscernible)

22 THE COURT: Thank you.

23 MS. STELMACH: He had several ribs broken, and he  
24 couldn't go back to work because he was -- at that time, he was  
25 sixty-five.

1 THE COURT: Okay. Thank you. Ms. Greer?

2 MS. GREER: Nothing, Your Honor, unless you have any  
3 questions.

4 THE COURT: No, I don't have any further questions.

5 Court Call, your log shows that Steven Truxall had  
6 signed up for the call. But when I took roll before, I think I  
7 heard that he wasn't on the line. Is that still the case?

8 COURT CALL: Yes, Your Honor. Mr. Truxall is not  
9 online.

10 THE COURT: Okay, thank you.

11 COURT CALL: You're welcome.

12 THE COURT: Sudie Venable, Ms. Greer.

13 MS. VENABLE: Yes, I'm on the line.

14 THE COURT: Okay, stand by, Ms. Venable. I'm going to  
15 give Ms. Greer the first chance to be heard, and you're going  
16 to be next.

17 MS. VENABLE: Okay, thank you.

18 MS. GREER: Your Honor, before I get to Ms. Venable,  
19 would you like me to say about Mr. Truxall. He was also an  
20 actual notice post-effective date claim, just --

21 THE COURT: I've --

22 MS. GREER: -- in short.

23 THE COURT: -- read the papers on --

24 MS. GREER: Okay.

25 THE COURT: -- Mr. Truxall, or his wife on Mr.

1 Truxall's behalf. So move on to Ms. Venable, please.

2 MS. GREER: Yes, Your Honor. Okay. Ms. Venable was a  
3 situation where GM did not have knowledge of any potential  
4 claim. The -- we're not sure from the face of the claim when  
5 the injury occurred, but certainly GM had no knowledge of it.  
6 And therefore, it's a constructive notice situation. Her claim  
7 was filed on July 7th, 2010, related to injuries her son  
8 sustained in an automobile accident. Her reasons for filing  
9 the claim late are preoccupation with other matters, which --  
10 though extraordinarily sympathetic, and I've had discussions  
11 with Ms. Venable to this effect, simply don't constitute  
12 excusable neglect as a matter of law.

13 THE COURT: Um-hum. It wasn't clear to me as to  
14 whether Ms. Venable got notice of the -- of bankruptcy and of  
15 the bar date.

16 MS. GREER: No, Your Honor. With respect to Ms.  
17 Venable, it's a constructive notice situation. GM had no  
18 knowledge of Ms. Venable's claim or her son's claim prior to  
19 the bankruptcy or prior to the bar date.

20 THE COURT: Okay. Ms. Venable?

21 MS. VENABLE: Yes?

22 THE COURT: Can I hear your point of view, please?

23 MS. VENABLE: Okay. Thank you, Your Honor. The  
24 reason why I filed a claim is because I kept getting these  
25 (indiscernible) recall notices. And I didn't understand why

1 was I getting them because the car was so lost, and my son was  
2 left paralyzed from neck down. and I didn't know -- I didn't  
3 know what to do, so I finally decided that I was going to get  
4 in touch with the Motorization (sic) Company, just to see how  
5 could they help him (indiscernible) in the condition that he's  
6 in.

7 He is bedridden. We (indiscernible) chair, but you  
8 have to put him at the lift. He can't use his hands. He can't  
9 use his feet. He can't sit up (indiscernible). So that was my  
10 reason for getting in touch with the liquidation because I was  
11 thinking that GM was considering trying to help us poor family  
12 get things that he needed for him to, you know, to get around  
13 in the house. Someone has to feed him. He can't go to the  
14 bathroom. You know, he don't have muscle enough to do anything  
15 for himself. So that was my reason for getting in touch with  
16 the GM.

17 THE COURT: Ms. Venable, when did you --

18 MS. VENABLE: I have --

19 THE COURT: I'm sorry, go ahead.

20 MS. VENABLE: -- I have nothing more to say, but that  
21 was the reason why I did get in touch.

22 THE COURT: I have a couple of questions, Ms. Venable.

23 MS. VENABLE: Yes.

24 THE COURT: Do you have a lawyer?

25 MS. VENABLE: No, I don't.



1 THE COURT: Um-hum. When did you learn about GM's  
2 bankruptcy?

3 MS. VENABLE: Oh, it was after the accident of  
4 February the 8th, 2009 (indiscernible) about June, I believe,  
5 June or July before I could realize that I said to myself  
6 someone's trying to tell me something. All of these recalls is  
7 coming, but they're too late. The power steering went out with  
8 him driving the car, and he couldn't control it. He couldn't  
9 get it back in the road, and so he went an embankment and lucky  
10 that he's alive for God's sake.

11 THE COURT: Okay, thank you. Ms. Greer --

12 MS. VENABLE: And I don't have nothing else to say,  
13 but that was my reason for getting in touch, because I was  
14 thought that GM was the -- was at least giving him something  
15 for his pain and suffering.

16 THE COURT: Okay, thank you.

17 MS. VENABLE: That's all I have to say.

18 MS. GREER: Nothing further, Your Honor.

19 THE COURT: Okay. Now, we're done with our specific  
20 discussion of the eight claimants here, but I need to know a  
21 couple of other things that may or may not be relevant. And  
22 I'm not deciding now whether or not they're legally relevant.  
23 Ms. Greer, how many more situations do we have where people  
24 filed late claims, where I'm going to need to rule on them?

25 MS. GREER: It's -- this is the only group of pro se

1 claimants, Your Honor, which is why we deal with them all  
2 together, that have reasons similar to this. I believe that's  
3 the case. There might be one other, or two others, but I think  
4 that's pretty much the bulk of it. After that, I think we have  
5 about -- between five and ten additional claims which deal with  
6 more complicated factual issues and otherwise, which will be  
7 heard -- all hopefully prior to the end of June.

8 THE COURT: And am I right that now more than two  
9 years after the deadline -- after the bar date the new claims  
10 have pretty much dried up?

11 MS. GREER: Well, Your Honor, I filed a motion to that  
12 effect, which Your Honor entered the order yesterday -- or on  
13 Monday regarding the future claims. And the reason that we  
14 filed that is because we were still getting -- we are still  
15 getting some claims trickling in, but I would definitely  
16 characterize it as trickling. A couple here and a couple  
17 there, and we just wanted to make sure that we were sort of  
18 stop the bleeding so to speak and cut off that process in a way  
19 that was not only fair to creditors, but also -- to potential  
20 claimants, but also to the other creditors of this estate that  
21 did file timely claims.

22 THE COURT: Okay. Everybody stand by then. Ms.  
23 Greer, you can sit down at the counsel table. The folks who  
24 are on the line, I want you to stay on the line. I'm going to  
25 be taking a couple of minutes to be considering this. You're

1 going to hear quiet, but stay on the line, please. Okay,  
2 folks? Ms. Greer, just have a seat.

3 MS. GREER: Thank you, Your Honor.

4 (Pause)

5 THE COURT: Okay. Folks, let me say at the outset  
6 that I'm fully sensitive to the losses and hardships that have  
7 been suffered by all GM creditors, but bankruptcy judges are  
8 not free to make decisions based on their sympathy for those  
9 hardships. For many reasons, including fairness to other  
10 creditors, bankruptcy judges must -- like me, must make their  
11 decisions based on rules of law that come from statutes like  
12 the laws that Congress enacts and precedents, which are  
13 decisions by other courts that have considered similar issues.

14 Certain precedents are binding on us judges, including  
15 decisions by the U.S. Supreme Court and the Second Circuit  
16 Court of Appeals, which is the appellate court for this part of  
17 the United States. Under those precedents, decisions of the  
18 type that I need to make today are within the discretion of the  
19 bankruptcy judge. But under -- when we exercise our  
20 discretion, we can't do whatever we feel like. Rules for  
21 exercising our discretion have been laid down by the higher  
22 courts, most significantly by the U.S. Supreme Court and by the  
23 Second Circuit Court of Appeals.

24 And we, bankruptcy judges, are required to take those  
25 precedents into account. And when they're binding precedents,

1 we must do exactly what the higher courts have told us. Based  
2 on those precedents, I'm required to and do expunge four of the  
3 claims and the remaining four are continued to get more facts.  
4 Continued means adjourned. And the following are the bases for  
5 the exercise of my discretion in this regard: one of the  
6 precedents that's binding on me is a decision by the United  
7 States Supreme Court in Pioneer Investment Services Company v.  
8 Brunswick Associates, whose citation, which is where you can  
9 find the case, is 507 U.S. 380. It was decided in 1993.

10 As the Supreme Court told us in Pioneer, claims filed  
11 after the deadline can sometimes be allowed but whether they  
12 can or can't be allowed depends on whether the claimant, that's  
13 the person or company filing the claim, has shown what's called  
14 excusable neglect. Well, it's all neglect. The real issue is  
15 whether it's excusable or not. And in making that decision,  
16 courts are required to consider four factors.

17 One: the danger of prejudice to the debtor, which  
18 case law has made clear is not just to the debtor, but to other  
19 creditors, including the ones who filed on time. Two: the  
20 length of the delay and its potential impact on judicial  
21 proceedings. Three: the reason for the delay, including  
22 whether it was within the reasonable control of the movant.  
23 And four: whether the movant acted in good faith. And that's  
24 in the Pioneer decision at page 395.

25 Now, the Second Circuit, which is the appellate court

1 in this part of the country, takes a hard line in applying the  
2 Pioneer factors. And it places the greatest weight, and it  
3 focuses mainly on the third factor; the reason for the delay in  
4 filing a proof of claim. Of course, one thing you always need  
5 to consider when you're considering the reason for the delay is  
6 whether or not the claimant got notice of the need to file the  
7 claim and of the deadline, or at least of the existence of the  
8 bankruptcy itself. And we're going to come back to it because  
9 the factor of notice is one of the reasons that separates the  
10 four that I'm required to disallow now from the four where I  
11 need to get more facts.

12 I'm also going to want to get a little more briefing  
13 on the matter of notice before I decide what to do on those.  
14 The Supreme Court made it pretty clear, however -- in fact, it  
15 made it totally clear that inadvertence, ignorance of the rules  
16 or mistakes in construing the rules do not usually constitute  
17 neglect that is excusable. I'm reading again from Pioneer at  
18 page 392. And there is a decision in this district, and  
19 although I'm not bound by the decisions of other bankruptcy  
20 judges in this district I follow them unless they're  
21 significantly wrong, and that's in the Lehman Brothers case,  
22 whose citation, where you find it in the law books, is 433  
23 B.R., Bankruptcy Reporter, at 126.

24 It's also clear that the claimant, that's the person  
25 who's trying to recover the claim, has the burden of showing

1 excusable neglect. That's the Enron case; 419 F.3d at 121, and  
2 Andover Togs, a decision in this district; 231 Bankruptcy  
3 Reporter at 549. Applying the Pioneer factors, I assume for  
4 the sake of discussion that all eight of the late filing  
5 claimants acted in good faith. I also find with respect to all  
6 eight late filing claimants that their claims delude and delay  
7 recoveries that would otherwise go to other creditors, and they  
8 raise a serious issue that's been recognized in many other  
9 cases.

10 If I allow these claims to be allowed, even though  
11 they were late filed, that could open the flood gates and many,  
12 many other late filing claimants will make the same request and  
13 demand the same relief in this situation. Now, in this case,  
14 when it's so late in the case and the claims are, if I heard  
15 the right word, down to a trickle, the flood gates concern is  
16 not as big a concern as it would be in other cases. But  
17 nevertheless, it's something that judges always must keep in  
18 mind.

19 With respect to the second factor, which is how much  
20 the delay is, late filed claims present the most sympathetic  
21 situation, where the claimant misses the deadline by only a few  
22 hours or days. But it becomes harder and harder to justify a  
23 late filed claim as time goes on, or, putting it differently,  
24 the longer the delay, the harder it is to justify allowing a  
25 late claim to be filed. Here, several of the delays are six

1 months or more, and there are two of them of a year and a half  
2 or more. And I'll discuss those more specifically as we go on.

3 I focus principally on the third factor; the reason  
4 for the delay, as the Second Circuit tells me to do. Now,  
5 taking the claims in increasing order of difficulty, Jesmer  
6 Evans; he filed an unliquidated claim over eighteen months  
7 after the bar date. That's over a year and a half. The only  
8 excuse was an assertion without support that the bar date, that  
9 the deadline doesn't apply. But of course, the deadline  
10 applies. It applies to everybody, and no reasons were set  
11 forth, nor could any reasons be set forth as to why it doesn't  
12 apply.

13 Claimants can show why they should be excused, which  
14 is the main thing we're talking about today, but nobody can say  
15 that it doesn't apply to them in the first place. The Evans  
16 claim will be expunged.

17 The Hendersons, Monty and Lisa Henderson, filed a  
18 10,000 dollar claim over six months after the bar date. They  
19 explained to me that they had filed a pre-bankruptcy claim with  
20 old GM in August of 2008. But that is very different than  
21 filing a claim in the bankruptcy case. They received actual  
22 notice of the bar date, and the bar date notice made it clear  
23 that they needed to file a claim if they wanted to recover. So  
24 with regret, that claim must be expunged.

25 Michael Stelmach or Anastasia Stelmach on Mr.

1 Stelmach's behalf: Ms. Stelmach filed a claim on behalf of her  
2 late father eighteen months after the bar date -- after the  
3 deadline. That is a very, very long time. It's a very serious  
4 delay. More importantly, the undisputed facts reflect that  
5 although Mr. Stelmach passed away in April of 2008 his daughter  
6 received and viewed the notice. Unfortunately, Ms. Stelmach's  
7 statement that she was preoccupied with other legal matters and  
8 that she didn't understand why her late father was receiving  
9 bankruptcy notice -- notices simply isn't a satisfactory  
10 explanation under the Pioneer case.

11 When people get notice, except in the most  
12 extraordinary circumstances, they need to read them. And when  
13 I approve the form of a notice, I require that it state very,  
14 very clearly how you need to respond. So again, with regret,  
15 that claim must be expunged.

16 Cheryl Truxall filed a claim nineteen months after the  
17 bar date -- that's quite a bite more than a year and a half --  
18 on behalf of her late husband, Stephan. While it's undisputed  
19 that Stephan died in August 2010, he received notice of the bar  
20 date, which was sent out in 2009, much, much earlier. And he  
21 died many months after the deadline had already passed. Ms.  
22 Truxall's explanation that her claim should be permitted  
23 because before her husband died she wasn't privy to any of the  
24 notices he received regarding the bankruptcy doesn't account  
25 for the fact that he himself had notice. And there's no



1 showing as to why he couldn't meet the deadline with respect to  
2 his claim. So that claim too must be expunged. What Mr.  
3 Truxall, Stephan, got is binding on both him and on his wife.  
4 So again with regret, the Truxall claim must be expunged.

5 Now, turning to the claim of Alberta Bruster. She is  
6 the first of several people who failed to make the deadline and  
7 who tell me that they didn't have notice of the deadline. As  
8 Ms. Greer, on behalf of the creditors' trust, which is called  
9 the GUC Trust, properly observes there is a lot of law out  
10 there that says that even if you don't get actual notice that  
11 what is called constructive notice meets the requirements.  
12 Constructive notice is notice that the law presumes that you  
13 got even though you may not have seen it. But the briefing of  
14 the case law on constructive notice in the trust's objection is  
15 thin.

16 And nobody has given me the latest in the law in this  
17 case, and it's at least seemingly the case that some of the  
18 creditors live in rural areas where their local newspapers  
19 wouldn't include such a notice. And if they have to get their  
20 notice from Fox & Friends, I'm not confident that they're  
21 getting the quality of information they might need. I need  
22 more facts, and I need a little more briefing on that.

23 And now let me talk about the people whose claims are  
24 in that category. Ms. Bruster, Alberta Bruster, filed a 11,000  
25 dollar claim over nine months after the bar date. She says

1 that her claim was late because she wasn't aware of her claim  
2 or of the bankruptcy case until April 2010 when she received a  
3 recall notice. Though she may have noticed a notice of the  
4 possibility of a claim from the time of the accident, the more  
5 serious issue is her claim of lack of knowledge of the  
6 bankruptcy case and of her need to file a claim. In that case,  
7 the GUC Trust relies on what the law calls constructive notice  
8 because of its publication of notice in national newspapers  
9 like the New York Times and the Wall Street Journal.

10 Ms. Bruster's situation is continued. That means  
11 adjourned. That means neither expunged nor is her claim  
12 granted or found to be timely pending an evidentiary hearing to  
13 learn more facts, and also to give me a more complete briefing  
14 on the present state of the law on constructive notice.

15 Betty Dalton filed a two and a half million claim four  
16 months after the bar date with respect to an alleged 2007  
17 accident, where her husband was fatally injured allegedly due  
18 to airbag nondeployment. She writes in her letter that her  
19 claim was late because she didn't know she had a claim until  
20 she watched a TV show in February 2010 that talked about crash  
21 tests that included the vehicle involved. She also contends  
22 that she didn't receive notice of the bankruptcy because she  
23 lives in a rural area. That raises two issues; one harder than  
24 the other.

25 Ms. Dalton's assertion that she didn't know that she

1 had a claim is very weak when the accident took place about two  
2 years before the bankruptcy. And if the airbags didn't deploy,  
3 as she said, that would have been known right away. But while  
4 the assertion is very weak, it's better addressed on a more  
5 extensive factual record. More importantly, we have the issue  
6 of whether she got notice and how I should treat constructive  
7 notice, especially if she lives in a rural area and wouldn't or  
8 couldn't be expected to read the New York Times or Wall Street  
9 Journal. So that one too is continued for an evidentiary  
10 hearing; at which I will get more facts.

11 Lonnie Chapman's explanation for why he didn't file  
12 was, quite candidly, very difficult for me to follow. He  
13 certainly didn't give me anything in writing that explain that.  
14 But from what he said in his oral comments, it's possible that  
15 he didn't get actual notice. if that is true, then it has to  
16 be considered in a way similar to the way that I'm going to  
17 consider Ms. Bruster and Ms. Dalton. If on the other hand, it  
18 turns out that he did get notice, then he's going to be like  
19 the others because he hasn't given me any other reason. But  
20 for the time being, that one is continued also.

21 Lastly, and I think this is the last one, but if I've  
22 failed to cover anybody, please somebody tell me, Sudie Venable  
23 filed her claim for 100,000 dollars and an additional 50,000 a  
24 year for life seven months after the bar date saying that she  
25 was preoccupied with caring for her son, who by her oral

1 explanation appears to have been disabled as a consequence of  
2 the accident, that she did not have time to follow up and that  
3 she did not otherwise understand bankruptcy procedures. the  
4 real issue here is not so much how burdensome it might have  
5 been to help out her son and take care of him, although I well  
6 understand how burdensome or difficult or challenging that  
7 might be, especially when the particular nature of his  
8 disability was described to me, but it is more likely than not,  
9 based on what she told me, even though I couldn't tell from the  
10 written papers that this is another constructive notice case.

11 And I need to know what kind of notice she got, if  
12 any, and how reasonable it might be that she would have gotten  
13 notice living where she does and the like. And I also need to  
14 know under the law whether that matters, and whether it matters  
15 when notice is given in the Wall Street Journal and the New  
16 York Times and nobody in that time -- in that town reads the  
17 New York Times or the Wall Street Journal. So that one too is  
18 continued.

19 Ms. Greer, for the GUC Trust, you are to settle an  
20 order -- settling an order for those who aren't lawyers means  
21 submitting to me a proposed order -- that disallows the four  
22 claims and expunges the four claims that I said I was expunging  
23 and says simply that for the reasons stated on the record the  
24 claims are expunged. The order should not deal with the other  
25 four that are continued. We're simply going to deal with them

1 on another day, and I'm so ordering the record, which means I'm  
2 simply saying it on this recorded transcript with respect to  
3 those that are constructive notice cases.

4 Okay. Not by way of reargument, because I've ruled,  
5 but does anybody have any questions on what I said or what's  
6 happening next? Ms. Greer?

7 MS. GREER: Your Honor, only one question. I'm happy  
8 to brief the issues -- the constructive notice issues, and in  
9 particular the issues as to whether the claimants should have  
10 been -- or basically should -- there should be excusable  
11 neglect because they did not have access to the papers in which  
12 the notice was published, my question is does it make sense for  
13 us to do that first, sort of put this in almost a third stage;  
14 do that first, have the Court hear that question assuming that  
15 it is as the -- all of these claimants have said; that they  
16 didn't have knowledge of the bankruptcy and assuming that they  
17 didn't have access to these newspapers, and then deal with that  
18 issue first before going to an evidentiary hearing as to  
19 whether they actually may have had knowledge or not had  
20 knowledge or any of that.

21 I mean, does that make sense? It's entirely up to  
22 you. I just wanted to raise that for your consideration.

23 THE COURT: Do any of the other people on the phone  
24 want to be heard with respect to that before I decide or answer  
25 her question?

1 I hear no response. No, I don't want to do it in  
2 three steps. I -- this having already been step number one.  
3 You are to work out a time with the four people who are left  
4 for each one -- each side to give me evidence on the issues  
5 that I need additional evidence on. And you will do a pre-  
6 hearing brief, pointing out what you want to point out on the  
7 constructive notice cases. And you'll have to work out with  
8 those four people -- I recognize that they're not lawyers.  
9 Give them a chance to respond to your brief beforehand if any  
10 of them wants to.

11 MS. GREER: Understood, Your Honor.

12 THE COURT: Okay.

13 MS. GREER: We do have a couple of other -- actually,  
14 one was supposed to be contested, but I don't see the claimant  
15 in the courtroom, and a couple of other uncontested matters.

16 THE COURT: Okay. Stand by for a second. Do any of  
17 the folks who are on the phone have any questions before we  
18 move on to the next matter?

19 UNIDENTIFIED SPEAKER: No. No, I do not.

20 UNIDENTIFIED SPEAKER: No, sir.

21 THE COURT: Okay. Thank you very much, folks.

22 Okay, Ms. Greer, your other stuff.

23 MS. GREER: Certainly, Your Honor. Happy to take the  
24 uncontested matters first, if that works.

25 THE COURT: Sure.

1 MS. GREER: Your Honor, today we have the 264th  
2 omnibus objection, which is simply an objection to securities  
3 claims. Of the sixteen claims objected to in that objection,  
4 all of those are going forward today. We haven't received any  
5 objections.

6 On the 265th omnibus objection, that's a reducing,  
7 allowing and reclassifying certain property damage claims. We  
8 have adjourned one of those. We withdrew the objection for  
9 three, and thirty -- actually, twenty-nine of those are going  
10 forward today. And we will submit an order to Your Honor's  
11 chambers, if that's okay.

12 THE COURT: Okay.

13 MS. GREER: We also have an uncontested motion filed  
14 by MTech to deem their claim allowed under Section 502(a) and  
15 Bankruptcy Rule 3001(f). I was authorized by counsel for MTech  
16 as well as by my co-counsel, Weil Gotshal, to submit up a --  
17 submit a stipulation regarding the motion. The MTech claims  
18 arose from a lease rejection and some related claims. These  
19 were resolved pursuant to the stipulation, which provides for  
20 an administrative claim as well as an allowed unsecured claim.  
21 So I can submit that order unless Your Honor has any  
22 substantive questions I can answer.

23 THE COURT: No. That'll be fine.

24 MS. GREER: Okay. The last matter, Your Honor, is  
25 Erma Jean Buckley's (sic) claim. This was a no liability

1 objection filed by the GUC Trust. Ms. -- shou -- is it okay  
2 for me to go ahead? I think Ms. Buckley is on the phone.

3 THE COURT: Ms. Buckley, are you on the line?

4 COURT CALL: No, Your Honor. She is not on the line.

5 THE COURT: She is not?

6 COURT CALL: No, sir.

7 THE COURT: Even though she had signed up?

8 MS. GREER: Yeah -- and, Your Honor, I spoke to her  
9 yesterday. She said she was actually coming to the hearing,  
10 so --

11 THE COURT: Physically coming?

12 MS. GREER: Yeah. I think she's in New York, so I  
13 think, yes, maybe she had a change of heart.

14 THE COURT: All right. Well, it was properly noticed,  
15 right?

16 MS. GREER: Most definitely, Your Honor. And I've  
17 spoken to her several times about the time and being clear as  
18 far as when this was going forward and where.

19 THE COURT: Okay. Go ahead.

20 MS. GREER: Your Honor, this is a 500,000 dollar  
21 claim. The proof of claim arises from the same exact same set  
22 of facts as a litigation that Ms. Buckley commenced pre-  
23 petition. Your Honor went back and looked at the docket of  
24 that litigation. It was fully and finally resolved by jury  
25 trial. The jury issued a decision in favor -- a judgment in



1 favor GM. Ms. Buckley exercised her right to appeal a  
2 rehearing, even sought a write of certiorari from the Supreme  
3 Court. And all of those -- at all of those places she was  
4 denied.

5 She is seeking sort of a second bite at the apple, so  
6 to speak. I've explained to her and the -- that there is no  
7 claim, and I think her confusion arises out of -- somewhere  
8 along the way. Summary judgment was denied for GM because it  
9 was found that there was an issue of disputed fact. So --  
10 then, the case of course went to trial, and a judgment was  
11 entered in favor of GM. So I think that is the source of her  
12 confusion, but the bottom line is, Your Honor, it was fully and  
13 finally resolved. She exhausted all of her appeals prior to  
14 the bankruptcy, and so her -- there's no basis for her claim.  
15 It should be expunged.

16 THE COURT: Yes. You're plainly correct. The matter  
17 was fully litigated. In fact, it was litigated far more than  
18 many matters I've seen in my tenure on the bench. The claim  
19 will be expunged based on your apparent view that it may have  
20 been an innocent mistake, and you're obviously not acting  
21 for -- asking for sanctions. I don't need to address that, but  
22 for sure the claim is expunged.

23 MS. GREER: Your Honor, thank you. And I would  
24 suggest given Ms. Buckley tends to be an active litigator, from  
25 what I can tell in other courts, that perhaps if she does

1 arrive to have this revisited that perhaps we can put something  
2 in the order which says similar to other orders that we've done  
3 that the trust does not need to respond unless Your Honor  
4 directs us to.

5 THE COURT: Yes. You're authorized to do that. If  
6 you feel like you need to go a step farther and to ask for a  
7 Martin-Trigona order you can do that. But -- just a minute,  
8 please. But your request is a modest first step.

9 MS. GREER: Thank you, Your Honor.

10 THE COURT: Thank you.

11 Somebody said hello. Did somebody want to speak to me  
12 in the middle of this hearing? Court Call, do you have any way  
13 of telling who it was who said that?

14 COURT CALL: Mr. Chapman.

15 MR. CHAPMAN: Yes, I'm still here.

16 THE COURT: Mr. Chapman, were you trying to say  
17 something to me?

18 MR. CHAPMAN: Yes. I was trying to say  
19 (indiscernible).

20 THE COURT: I'm sorry, sir?

21 MR. CHAPMAN: (indiscernible)

22 THE COURT: If what you were asking me, and I must say  
23 that you were a little hard to follow, is do you need to hang  
24 on, the answer is no, you don't. You're excused.

25 MR. CHAPMAN: (indiscernible)

1 THE COURT: Thank you. All right. then, we're  
2 adjourned. Thank you very much.

3 MS. GREER: Thank you.

4 (Whereupon these proceedings were concluded at 11:06 AM)  
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246th Omnibus Objection to Claims Erma Jean 41 19  
Buckley - Claim #66268 Granted  
  
Debtors' Eighty-Ninth Omnibus Objection to 31 24  
Claims and Motion Requesting Enforcement of  
Bar Date Orders (Late-Filed Claims)  
Henderson Claim #70303 Granted  
  
245th Omnibus Objection to Claims and Motion 32 15  
Requesting Enforcement of Bar Date Orders  
Stelmach Claim #71140  
Granted  
  
245th Omnibus Objection to Claims and Motion 33 2  
Requesting Enforcement of Bar Date Orders  
Truxall Claim #71193 Granted

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2	253rd Omnibus Objection to Claim(s) Number	34	10
3	Filed by Barry N. Seidel on Behalf of Motors		
4	Liquidation Company GUC Trust Bruster Claim		
5	#70400 Denied		
6			
7	Debtors' 165th Omnibus Claim to Claims and	35	10
8	Motion Requesting Enforcement of Bar Date		
9	Orders (Late-Filed Claims) Dalton Claim		
10	#70180 Denied		
11			
12	253rd Omnibus Objection to Claim(s) Number	35	20
13	Filed by Barry N. Seidel on Behalf of Motors		
14	Liquidation Company GUC Trust Chapman Claim		
15	#69688 Denied		
16			
17	Debtors' 165th Omnibus Claim to Claims and	36	18
18	Motion Requesting Enforcement of Bar Date		
19	Orders (Late-Filed Claims) Venable Claim		
20	#70342 Denied		
21			
22	264th Omnibus Objection to Claim(s) and 265th	39	12
23	Omnibus Objection to Claim(s) Granted		
24			
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Motion by MTech Associates LLC to Deem Claim 39 23  
Allowed Granted

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C E R T I F I C A T I O N

I, Aliza Chodoff, certify that the foregoing transcript is a  
true and accurate record of the proceedings.

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ALIZA CHODOFF

AAERT Certified Electronic Transcriber CET\*\*D-634

Veritext

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Suite 580

Mineola, NY 11501

Date: February 12, 2012